



# *CITY COUNCIL*

## ***Work Session***

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***Work Session  
Penn Room***

***Monday, July 18, 2011  
7:00 P.M.***

*Although Council Work Sessions are open to the public, public comment is not permitted. However, citizens are encouraged to attend and observe the work sessions. Comment from citizens or professionals during the work session may be solicited on agenda topics via invitation by the Council President.*

- I. Call to Order**
- II. Managing Director's Report**
- III. Council Staff Report**
- IV. Economic Development Strategy – J. Kromer**
- V. Ricktown Project Overview and Update – C. Edwards & R. Miller**
- VI. Reading Recreation Commission**
- VII. Adjourn**

# City of Reading

## City Council

### *Work Session*

**Monday, June 20, 2011**

**Councilors Attending:** V. Spencer, F. Acosta, M. Goodman-Hinnershitz, S. Marmarou, D. Reed, D. Sterner, J. Waltman

**Others Attending:** L. Kelleher, C. Geffken, C. Younger

Vaughn D. Spencer, President of Council, called the Work Session to order at 7:12 pm.

### **Managing Director's Report**

Mr. Geffken read the report distributed to Council at the meeting covering the following:

- Update on the preparation of the 2012 budget
- Upgrade to the County's public safety communications system
- Start of the summer reading program at the Reading Public Library
- Centre Park Garden Tour Friday the 24<sup>th</sup> and Saturday the 25<sup>th</sup>

Mr. Waltman noted the need for a mid-year review of 2011 revenue to identify fund deficiencies which will allow the City to make mid year corrections. He stated that the down economy has negatively affected many other cities however; the impact on Reading's finances is much significantly greater.

### **Council Report**

Ms. Kelleher reported that Exide has made significant improvements to Bernharts. The trees identified by the City are being removed and chipped, the grass has been mowed and the construction fences are in place which marks the beginning of the soil remediation. She stated that the Codes office has started referring blighted properties to the Blighted Property Review Committee.

Ms. Kelleher also noted the importance of making appointments to the Redistricting Committee as the deadline to make appointments has passed. She stated that the Legislative Aide Committee will be working with the Committee to assess the census data, along with representatives from the Planning Commission and technical assistance from the County Planning Department.

Ms. Reed stated that the application from District 5 is currently being processed.

Mr. Sterner noted that the Council Office has identified 10,000 properties with deficiencies since 2008.

### **BCTV Project**

Ms. Sheehan, Executive Director of BCTV, distributed copies of the brochure created in conjunction with the City that outlines various quality of life regulations in English and Spanish. The brochure was created through the \$10,500 DCED grant and will be distributed in the City's recycling bills. She noted the collaboration with the Mayor's office in the preparation of this brochure.

Ms. Goodman-Hinnershitz expressed her belief in the value of the education provided through the brochure.

Mr. Sterner stated that he is pleased with the design and information in the brochure.

### **Mt. Penn Radio Tower Lease Agreement**

Mr. Spencer introduced Commissioner Barnhardt and Brian Gottshall, Director of Berks County Emergency Management.

Mr. Geffken gave background information on the need to upgrade the existing equipment to improve communication between the County and various emergency organizations throughout the County. The current tower has space available for 10 sites. The new tower will increase that number to 29 sites. While the tower is located on the Fire Tower property, which is city owned, the property is located within Lower Alsace, who has approved the zoning permit for the new tower. The final approval must be provided by City Council through the enactment of a lease agreement by ordinance.

Mr. Gottshall stated that the tower's replacement is required by January 2013 through a federal mandate. He stated that the lease for the existing tower is a mutual swap with a zero cost. The City police communication tower sits on the roof of the courthouse and the county's emergency communication tower is situated on the Fire Tower site.

Mr. Gottshall stated that this improvement project includes improvements to the City's police tower at the County's expense. The new system will put all emergency operations on the same service. The project also provides for an emergency radio upgrade. Municipalities can purchase new radio equipment through the County with financing for seven (7) years at 0% financing. He added that the new agreement will provide the City with 50% of any revenue generated through other organizations leasing space on the new tower.

Mr. Barnhardt stated that the new tower will be approximately 300' tall and will be located 100' from the existing tower. Tree removal will not be required.

Mr. Gottshall explained the three (3) types of towers.

Ms. Kelleher noted the report prepared by Attorney Jack Linton approximately one (1) year ago on the location and lease agreements for the existing towers in the City.

Mr. Waltman left the work session at this time.

### **Unprogrammed CDBG Funds**

Mr. Geffken stated that the Administration suggests using the \$450,000 in unprogrammed CDBG funds to the following projects:

- \$50K to a local service project
- \$45K for the installation of the pedestrian signal at 5<sup>th</sup> and Bingaman Sts.
- \$55K for the rehab of components at 3<sup>rd</sup> and Spruce
- \$300K for paving projects

Mr. Acosta inquired why some of this money is not being used towards library improvements. Mr. Geffken asked that the requests for improvement projects be submitted.

Ms. Goodman-Hinnershitz noted the importance of spending this money in a timely fashion.

Ms. Kelleher inquired about the type of paving material being considered. She noted the communities' dissatisfaction with the PennDOT paving material used on North 9<sup>th</sup> Street. Mr. Geffken stated that the City will not be using this type of paving material.

Ms. Goodman-Hinnershitz stated that the RAWA/UGI project on Cotton Street has created the need to repave one side of the street. She stated that it seems ridiculous to only repave one side of a street while ignoring the other side, which is also in need of repair. She asked Mr. Geffken to consider applying funds to assist with the total repavement of Cotton Street. She added that this same situation is being created on North 11<sup>th</sup> Street.

Ms. Kelleher asked Mr. Geffken to consider completing the Granicus installation project by allocating funds to the installation of the equipment in the Penn Room. She stated that Mr. Robinson believes that the project is CDBG fundable under the same program

as BCTV.

**Other Matters**

Mr. Marmarou stated that the CHCC is sponsoring an open house on Saturday, June 25<sup>th</sup> at 1600 Hampden Blvd. The cost is \$50 per person and is payable at the door.

Ms. Goodman-Hinnershitz noted the annual Duryea Hill Climb this weekend.

Ms. Goodman-Hinnershitz stated that Fairview Christian School thanked the City for allowing them to use the local playground for their event.

The Work Session adjourned at approximately 8:30 pm.

*Respectfully submitted by Linda A. Kelleher CMC, City Clerk*



# **Council Staff Report**

**06/01/11 through 06/30/11**

## **Council Staff**

**Linda Kelleher, City Clerk**

**Michelle Katzenmoyer, Deputy City Clerk**

**Maritza Loaiza, Administrative Assistant**

**Michelle Reinhart, Intern**

## **Constituent Service**

The following table is a rough tabulation of the number and type of issues addressed by the Council Office:

### **Calls for Directory Assistance**

<b>Call Type</b>	<b>Number of Calls</b>
Solid Waste	2
Codes	20
Tax	7
Mayor	2
Police	33
Fire	3
Community Development	3
Planning & Zoning	6
Human Resources	10
Accounting/Finance	3
Law	3
Managing Director	6
RAWA	6
Public Works	4
IT	3
Parking Authority	1
Services Center	35
Human Relations Commission	6
Parks/Recreation	5
Streets	1
Building and Trades	3

Purchasing	0
Treasury	1
Auditor	0
Sanitary Sewers	1
<b>Total Calls</b>	<b>165</b>

<u>Messa</u> <u>ge for</u> <u>Counc</u> <u>il</u>	<u>Complai</u> <u>nts</u>	<u>Non-City</u> <u>Directory</u> <u>Assistanc</u> <u>e</u>	<u>Calls</u> <u>Handled</u> <u>In-Office</u>	<u>Tot</u> <u>al</u> <u>Call</u> <u>s</u>	<u>Wal</u> <u>k-</u> <u>Ins</u>	<u>Email</u> <u>Reque</u> <u>sts</u>	<u>Email</u> <u>Complai</u> <u>nts</u>	<u>Total</u> <u>Email</u>	<u>Total</u> <u>Constit</u> <u>uent</u> <u>Service</u> <u>e</u>
29	3	41	262	500	59	776	487	1263	1822

### **Houses Identified As Missing Housing Permits, Business Licenses, or Zoning**

**Areas Covered:** MDJ Cases  
Property transactions  
Citizen complaints

**Total (Since Feb. 2008): Approx. 10,723**

### **Staff Activities**

Between 06/01/11 and 06/30/11 Council staff accomplished the following tasks:

#### **Drafted and Prepared**

Linda:

- Finalized Sewer Investigation Findings & Conclusions
- Referendum Question Ordinance re qualifications of Elected Auditor
- Ordinance setting the salary of the Mayor & Elected Auditor
- Memo re licensing of trash haulers
- BPRC notices, affidavits, orders, meeting report
- 1457 N 9<sup>th</sup> Conditional Use Ads, notices, flyers, posting, letters (applicant & Planning Commission)
- Ads for applicable ordinances
- CORE & Act 47 Meeting Reports
- Finalize Recodification RFP
- Amend FT Position Ordinance Police & Codes
- Disposition of Records Resolutions Solid Waste, Police, Fire & Finance

- Police Promotion Resolutions
- Award of Contract Letters
- Tax Exoneration Letters re Berks Deaf and Hard of Hearing
- Update to PFM re formation of Rec Commission

Michelle K:

- BAC Expiration letters
- BAC Background Checks
- BAC Background Issues letters
- Complaint Updates
- Solicitation Permit Database Update
- Accounts Payable
- Staff Report
- Meeting Summaries
- Meeting Agendas – including ipad preparations
- Financial Interest Statements
- Update website Boards, Authorities and Commissions
- 10 Year Park and Open Space Plan survey compilation
- Prepare Journals of Council for printing
- Street Vacation Petition Update
- Read P3 book – Sandy Springs GA
- Update BAC Handbook
- Amend FTPO Fire Department
- Commendations
  - Alexander Schleicher Eagle Scout
  - Reading Musical Foundation Scholarship winners
  - RHS Spring Sports
  - Central High School Spring Sports
  - Holy Name Spring Sports
- Appointment/Reappointment Resolutions
  - Gerald Richter
  - Ann Sheehan
  - Don Ziegler
  - Samuel Sims
  - Raquel Ruiz-Denbowski
  - Troy Stricker
- Hire/Promote Fire Personnel Resolutions
  - Michael Quintinsky
  - Ann Witmoyer
  - Nicholas Amicone
  - Sean Hart
  - Thomas Kemery
  - Scot Landis
  - Gary Mogel
  - Frank Nefos Jr



- Brian Smith
- James Stoudt Jr
- Ronald Wentzel Jr
- Steven Serba

Maritza:

- Copy and distribute all memos, handouts, and agendas per City Clerk to Council and other departments
- Scan legislation
- File all paperwork (i.e., contracts, minutes, agendas, bills, ordinances, resolutions, etc.) accordingly
- Distribute incoming mail to office staff and council members
- Register meeting speakers as requested
- Prepare and mail Thank You letter for invocators at City Council meetings
- Prepare and mail Thank You letters to speakers
- Answer constituent questions to best of my ability, forwarded complaints to appropriate departments, and updated complaint log
- Assisted constituents with legislative information they were researching or requesting
- Mail all necessary handouts/paperwork to BAC members
- Updated Codified Ordinance Books, current and vault copies
- Translate any needed fliers and documents
- Locate, Scan, and/or Copy requested legislation for various departments, other entities, or constituents.
- Type and correct dictation done by City Clerk
- Complete accounts payable forms and update budget
- Prepare Council agenda packets
- Prepare Board of Health agenda packets
- Prepare Board of Health minutes
- Train Intern in basic duties
- Provide IT with live update information for online codified ordinances
- Complete all certified and first class mailings for BPRC
- Scan all agenda and additional information for Administrative Oversight Committee and BPRC to access during meetings
- Scan and archive old legislation into DocStar

Michelle R:

- Distributed memos, handouts, and agendas per City Clerk to Council and all other departments as necessary
- File all paperwork (ie contracts, minutes, agendas, invoices, ordinances, resolutions, etc.) accordingly
- Scan archived Reading Eagle articles

- Distribute incoming mail to office staff and Council members
- Mail all necessary handouts/paperwork to BAC members
- BPRC Correspondence

All staff:

- Committee of the Whole minutes, Committee meeting minutes and Regular minutes
- Drafted correspondence and memos for members of Council

## **Researched**

Linda:

- Initiative & Referendum (3<sup>rd</sup> Class City Code and other city charters)
- Licensing Trash Haulers (state and local regulations)
- Fire Promotions
- Rec Commission membership
- Elected Auditor Qualifications
- Fire Civil Service Regulations

Michelle K:

- School Crossing Guards
- Employee Travel Expense Reimbursement

Maritza:

- Solid Waste Fee Ordinances 1997 – 1999
- Petition – correct legal wording
- Senior Rebate for Recycling/Solid Waste

Michelle R:

- Candidate properties for BPRC process

## **Meetings Attended**

Linda:

6/2 - Act 47 Implementation  
 6/6 - John Nagel re Office Budget  
 6/7 - Access Training  
 6/10 - Eric Weiss Housing Issues  
           Conservatorship Webinar (BPRC Tool)  
 6/13 - Brad Gass Oath of Office  
 6/14 - Historic Preservation  
           BCAP  
 6/15 - Zoning Hearing Board  
 6/16 - CORE w/ R-BAR  
           Act 47 Implementation

## BPRC

Police Graduation – Oath to incoming Officers

6/20 - CORE conference call

6/21 - Rec Commission Work Group

6/22 - LRA meeting with potential developer & Mary's

## Shelter

6/23 - J. Waltman & D. Kersley re Housing Permit Ordinance

6/27 - Oath Jerry Richter

6/28 - Eric Weiss re Housing Issues

Oath Sam Simms

6/29 – Zoning Case Law Albright College

Outlet Neighborhood Meeting

6/30 – Blighted Tools Act 90

Andrew Miller re Comp Plan

Michelle K: 6/6 – Review 2012 Budget Requests  
6/6 – Committee of the Whole  
6/6 – Administrative Oversight Committee  
6/7 – Access Training  
6/7 – Bid opening – Angelica Boathouse Electric  
6/9 – One Stop Shop Rain Barrels  
6/13 – Administrative Oversight Committee  
6/13 – Committee of the Whole  
6/15 – Housing Ordinance Review  
6/16 – CORE  
6/17 – Bid opening – Penn Street Lighting  
6/20 – CORE Conference Call  
6/20 – Public Works Committee  
6/21 – Recreation Commission Committee  
6/27 – Committee of the Whole  
6/28 – Environmental Advisory Council

Maritza: 6/7 – Access Training  
6/20 – IT real time update with Mike Pilat

## **Requests for Information – 1**

## **Activities of Boards, Authorities and Commissions**

**Environmental Advisory Council** – The EAC continued their discussions on rain barrels. The Committee studying this issue has met several times with City officials to discuss possible issues and has observed several operational rain barrels. The

Committee will continue their research and begin drafting regulations. There will not be a meeting in July.

**Park and Recreation Advisory Committee** – The PARC did not meet in June as the meeting of the Recreation Commission Committee was scheduled for the same evening. The work on the update to the 10 Year Park and Open Space Plan continues. The PARC does not meet in July.

**Board of Health** – The Board of Health did not meet in June due to a lack of quorum. The next meeting is scheduled for July 6, 2011 at 6 pm in the Penn Room

**Blighted Property Review Committee** – The BPRC will conclude its second round of Certifications for approximately 25 properties in 2011. Due to unknown circumstances, the CD personnel assigned to handle the initial background research, pre-eminent strike notifications and preparation of the 3rd round of target properties were unable to complete these assignments and that work was once again returned to the Council Office. With the help of our new intern, the City Clerk was able to begin to process approximately 80 properties for upcoming BPRC hearings. Codes staff has recently started referring numerous properties to the BPRC. Ms. Reinhart, Council Intern, then performs research to identify the property owner and review all property records so all qualifying properties can be moved into the process. The City Clerk reviewed these records and selected approximately 28 properties for the 3rd round which will begin in September and October.

**Reading LRA** – The City Clerk met with a private developer who is interested in acquiring the Navy marine Center site and Mary's Shelter personnel to discuss various partnership opportunities. The Center is scheduled to close on September 30, 2011. As the LRA was unable to identify an organization that could take the remaining 6 acres of this parcel through a no cost public benefit conveyance that would provide homeless, health, education or government services, the Navy will perform an assessment of the 6 acre parcel and offer it at a public bid.

**Redistricting Committee** - The Planning Commission has named their two representatives. The Legislative Aide Committee is prepared to begin working on this issue. A County planner experienced with using the census data will provide technical assistance. The Redistricting Committee is a temporary Advisory Committee who will make a recommendation to Council on the census information and the need to realign the Council Districts. Unfortunately, we are late getting appointments made. The census information came out around March 10<sup>th</sup> and our ordinance requires us to make appointments to the Redistricting Committee within 60 days, or by mid-May. I suggest, at this point, that we ask the Legislative Aide Committee and the Planning Commission representatives to begin meeting to begin this project.

**§1-124. Redistricting Process.**

1. After each decennial census Council shall, within 60 days after the receipt of the census information from the Federal Government, appoint a Redistricting Advisory Commission.

Each Council member shall appoint one person from his/ her respective district. The President of Council shall select one member to represent the at-large community. The Planning Commission will be asked to assign 2 current members to the Advisory Commission.

2. This Redistricting Advisory Commission shall review and compare the new and old census information with the current Council District configuration. This group shall prepare and present redistricting a proposal(s) to the full body of Council in no less than 120 days after their appointment

3. The district proposals shall give strong consideration to the combination of neighborhoods that are continuous but that share similar quality of life issues. This configuration will support the principle of electing representatives that can easily represent the voice of the community they represent. The Advisory Commission shall also consider the Federal redistricting laws.

4. Council shall hold a minimum of one public hearing to get public input on the redistricting proposal(s), within 45 days of their receipt of the proposals from the Redistricting Advisory Commission and shall adopt by ordinance a redistricting plan, either new or status quo, at their next regular business meeting.  
(Ord. 17-1996, 6/ 24/ 1996; as added by Ord. 23-2002, 5/ 28/ 2002, §2)

## AGREEMENT OF COOPERATION

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the CITY OF READING, PENNSYLVANIA, hereinafter called "City," and the READING SCHOOL DISTRICT, PENNSYLVANIA, hereinafter called "School District;"

WITNESSETH:

WHEREAS, the Intergovernmental Cooperation Act (53 Pa. C.S. Section 2301 et seq., herein called the "Act") permits municipalities (under the Act the term "municipality" includes school districts) to enter into agreements to cooperate in the exercise or performance of their respective functions, powers or responsibilities, including recreation and parks activities; and

WHEREAS, the City and the School District believe that the citizens of the City of Reading will benefit from a jointly supported recreational and educational program, which program shall comply with all applicable laws; and

WHEREAS, the purpose of the Agreement is to provide a mechanism to adequately and efficiently maintain community recreation services and facilities and to organize, manage and supervise recreational and educational programs, with a primary focus and emphasis on programs for youth, within the political boundaries of the City and the School District; and

WHEREAS, the City and the School District are legally authorized to enter into such an Agreement for the joint support of a recreational and educational program.

NOW, THEREFORE, the City and the School District, intending to be legally bound hereby, for and in consideration of the mutual covenants herein contained, for themselves and each of their successors and assigns, agree as follows:

1. Incorporation of Recitals. The above recitals are incorporated herein as if fully set forth.
2. Definitions. As used herein, the following terms shall have the following meanings:
  - (a) "Commission" shall mean the Reading Recreation Commission, to be established as a not-for-profit corporation by Ordinance of the City and Resolution of the School District.
  - (b) "City" shall mean the City of Reading or any authority, commission, bureau, agency or subdivision thereof.
  - (c) "School District" shall mean the Reading School District or any authority, commission, bureau, agency or subdivision thereof.
  - (d) "Property of the School District" or "Property of the City" shall mean the land, improvements, buildings, fixtures and equipment of the School District or the City.
3. Commission Authorization. The City and the School District hereby authorize the creation of the Reading Recreation Commission (herein called "Commission") as

a not-for-profit corporation, which shall direct, manage and administer a recreational and educational program pursuant to this Agreement and all amendments thereto.

4. Commission Representation. The Commission shall consist of eleven (11) members, as follows:
  - (a) The School Board shall appoint two (2) members of the Commission who shall be members of the School Board. Such persons shall serve as members of the Commission at the pleasure of the School Board for an indefinite term.
  - (b) The School Board, upon recommendation of the Superintendent of Schools, shall appoint two (2) members of the Commission, both of whom shall be residents of the City and none of whom shall be employees of the City, School District or Commission and none of whom shall be elected or appointed members of any other board, commission or agency, the members of which are elected or appointed by the City or School District. Each such member shall serve for a term of three (3) years, expiring on December 31, except that the initial terms of such members shall expire on December 31, 2012 and 2013. Such members may be reappointed as members of the Commission. Such members may be removed from office at any time for cause or at any time upon recommendation of the Superintendent of Schools approved by the School Board.
  - (c) The Superintendent of Schools shall appoint one (1) member of the Commission who shall be a School District administrative staff member. Such person shall serve as a member of the Commission at the pleasure of the Superintendent of Schools for an indefinite term.
  - (d) The City Council shall appoint two (2) members of the Commission who shall be members of the City Council. Such persons shall serve as members of the Commission at the pleasure of the City Council for an indefinite term.
  - (e) The City Council, upon recommendation of the Mayor, shall appoint two (2) members of the Commission, both of whom shall be residents of the City and none of whom shall be employees of the City, School District or Commission and none of whom shall be elected or appointed members of any other board, commission or agency, the members of which are elected or appointed by the City or School District. Each such member shall serve for a term of three (3) years, expiring on December 31, except that the initial terms of such members shall expire on December 31, 2012 and 2013. Such members may be reappointed as members of the Commission. Such members may be

removed from office at any time for cause or at any time upon recommendation of the Mayor approved by the City Council.

- (f) The Mayor shall appoint one (1) member of the Commission who shall be a City administrative staff member. Such person shall serve as a member of the Commission at the pleasure of the Mayor for an indefinite term.
- (g) The City Council, upon recommendation of the Mayor, and the School Board, upon recommendation of the Superintendent of Schools, shall appoint one (1) additional member of the Commission, who shall be a resident of the City and who shall not be an employee of the City, School District or Commission and who shall not be an elected or appointed member of any other board, commission or agency, the members of which are elected or appointed by the City or School District. The appointment of such member shall alternate between the City Council and the School District. The initial appointment of such member shall be by the City Council, upon recommendation of the Mayor. Such member shall serve for a term of three (3) years, expiring on December 31, except that the initial term of such member shall expire on December 31, 2014. When the initial term of office expires, the appointment of such member shall be by the School Board. Such member may be reappointed as a member of the Commission by either the City Council or School Board. Such member may be removed from office at any time for cause or at any time upon recommendation of the Mayor approved by the City Council or by recommendation of the Superintendent of Schools approved by the School Board.
- (h) Vacancy. Any vacancy on the Commission (whether by reason of death, disqualification, resignation or removal of a member thereof) shall be filled by the School Board, Superintendent of Schools, Mayor or City Council as shall be applicable. Any vacancy in a term of office of a resident appointed by City Council upon recommendation of the Mayor or School Board upon recommendation of the Superintendent of Schools shall be filled for the unexpired term of office. If a Commission member who is required to maintain his or her residence in the City ceases to be such a resident, his or her membership shall terminate automatically, and his or her position on the Commission shall be declared vacant. When a Commission member who is required to be an elected member of the City Council or School Board or an administrative staff member of the City or School District is no longer serving as such an elected official or employee, his or her membership on the Commission shall terminate automatically.



- (i) Attendance. The Commission may request the removal of any member by the City and the School District for a repeated lack of attendance at meetings. Any member missing three (3) consecutive meetings, unexcused, or attending less than 50% of regularly scheduled meetings during one calendar year is subject to the Commission's recommending that the member be removed for cause. The City and the School District have the absolute and final authority to either remove or not remove the member from the Commission.

#### 5. Duties of Commission – Powers.

- (a) Purpose. The Commission shall organize, supervise, administer, maintain and operate a recreational and educational program for the residents of the City of Reading with a primary focus and emphasis on offering affordable sports, recreation and learning opportunities for Reading youth. The program, functions and powers of the Commission shall be those as delegated to the Commission by the City Council and the School Board and as otherwise permitted by law.
- (b) Employment of Personnel. The Commission may, for the purposes of carrying out its purposes, employ and terminate such personnel as it shall deem proper. The compensation of such personnel shall be fixed by the Commission. All employees of the Commission shall be paid through the Commission. All existing City recreation division employees shall become Commission employees. The Commission shall employ an Executive Director ("Director"), who shall serve at the Commission's pleasure, subject to any contractual stipulations and who shall be responsible for the selection and hiring of all other personnel, including supervisors, instructors and leaders. All Commission employees shall be required to possess Act 151 and Act 34 clearances prior to their start of employment. The Director shall be required to attend and make reports at all regular and special meetings of the Commission and may participate in any discussion undertaken during such meetings, but shall have no voting rights with respect thereto and shall not be entitled to vote at any such meeting. Executive sessions of the Commission may be held without the attendance of the Director only to determine the performance evaluation, or compensation, of the Director, at the discretion of the Commission. The Director will be entitled to attend all other executive sessions of the Commission.
- (c) Conduct of Business. The Commission shall establish its own form of organization as a not-for-profit corporation and appropriate rules and regulations for the conduct of its business, including adopting its own by-

laws. Said by-laws shall incorporate any and all provisions set forth in this Agreement with regard to the conduct of Commission business and shall be reviewed and commented upon by the governing bodies of the City and the School District. The Commission shall receive administrative support from the City and the School District for all matters with respect to its duties.

- (d) **Officers.** The Commission shall elect a Chairperson, Vice Chairperson, Secretary and Treasurer from the membership of the Commission. The Chairperson shall act as chair at all duly called meetings and shall be empowered to execute, together with an attestation by the Secretary, all legally binding documents on behalf of the Commission. The Vice Chairperson shall serve in the absence of the Chairperson. The Secretary or his/her designee shall record the Commission's actions and be custodian of the Commission's records. The Treasurer or his/her designee shall receive and expend all Commission funds and shall keep an accounting of all of the Commission's finances including, but not limited to, employee payroll. The Treasurer shall also present monthly reports regarding the finances of the Commission to the Commission members. The Commission shall organize annually at the first meeting of each year, which shall be held in January. All officers shall be elected at the Commission's January organizational meeting and serve a one (1) year term of office, expiring December 31. If an officer ceases to be a member of the Commission, a successor shall be elected.
- (e) **Commission Meetings.** The Commission shall have regularly scheduled monthly meetings. The Chairperson of the Commission may, when he or she deems it necessary or desirable, and shall, upon the request of four members of the Commission and/or the Director, call a special meeting of the Commission for the purpose of transacting any business designated in the call of the meeting. The call for any regular and special meeting shall be in accordance with the Pennsylvania Sunshine Act.
- (f) **Quorum.** When a majority of Commission members [six (6) or more members] are present at a Commission meeting, a quorum will be met, and official actions may be taken.
- (g) **Voting.** Each member of the Commission shall have one (1) vote.
- (h) **Establishment of Advisory Committees.** The Commission may establish advisory committees as deemed necessary or desirable for the operation of the Commission. The number of advisory committees and members assigned to the committees shall be established by the entire Commission.

- (i) Annual Report/Audit. The Commission shall submit an annual report and financial audit of its activities to the City and the School District on or before April 1 of each year.

6. Finances.

- (a) Fiscal Year – Budget. The Commission shall prepare an annual accounting to include all of its financial operations and activities on a calendar year basis beginning on January 1 of each year. On or before October 1 of each year, the Commission shall prepare a budget, which budget shall include in detail the costs and expenses expected to be incurred by the Commission in the performance of its duties for the succeeding calendar year. Such budget shall also include the amounts of income or funds which the Commission expects to receive from sources other than the City and the School District. Any remaining income or funds which the Commission budgets as necessary for the performance of its duties shall be budgeted as cash contributions to be received from the City and the School District in accordance with paragraph 8 hereof. Such budget shall not include any expenditure for any item agreed to be an in kind contribution pursuant to paragraph 7 hereof. The budget shall be available for review at any time by the City and the School District. Any excess funds remaining after the conclusion of a calendar year shall be applied to the fund balance of the Commission or used for such other purposes as the Commission may determine and approve at a regular or special meeting.
- (b) Approval of Contribution Amount. The contribution amount shall be submitted to the City administration and the City Council for approval and to the School District administration and the School Board for approval on or before October 1 of each year. Upon approval of the contribution amount by the City Council and the School Board, the City Council and the School Board shall cause the City and the School District to contribute to the Commission their respective cash contributions as shown in the budget and as computed in accordance with paragraph 8 hereof. No increase in the amount of the current cash contribution shall be effective if disapproved by the governing body of the City or School District prior to the end of October of each year. Such disapproval shall be immediately communicated orally or in writing to the other participant and to the Commission. Contributions by the City and the School District shall not exceed an increase of more than five (5%) percent of the previous year's contribution without unanimous approval of the City Council and the School Board. If the contribution amount has not been so approved by January 1 of the next calendar new fiscal year, the prior year's

contribution shall remain operative until such approval has been given to the Commission.

7. In Kind Contributions.

(a) Property. The City and the School District agree to make available without charge for use by the Commission the real property, herein called "Property," of the City and the School District when the use of the Property by the Commission will not interfere with or conflict with the usage thereof by the City or the School District or by third parties which have been granted permission to use the Property by the City or the School District, or be contrary to any legal restrictions or obligations relating to the use of the Property. The City and the School District shall have full control over whether or not to grant permission to the Commission for use of any Property.

(1) The in kind contribution shall include in accordance with the terms of this Agreement:

(A) The use of the Property of the City, including the office location for the Commission at the 3<sup>rd</sup> and Spruce Street Recreation Center;

(B) The use of the Property of the School District;

(C) The contribution of the costs and expenses related to or associated with the Property, including building and grounds maintenance, repair, insurance, air conditioning, police and fire protection, water, sewer, utilities and all other items of cost and expense.

(2) The in kind contribution shall not include the costs and expenses for janitorial services, clean-up or special property protection with respect to a specific event of the Commission which are incurred only because of the Commission's use of the Property. These costs and expenses of the City or the School District shall be included in the Commission's budget and reimbursed by the Commission.

(b) Maintenance of Property. The City and the School District agree to be responsible for and maintain all Property that they own and that are used by the Commission in a safe and reasonable condition.

(c) Capital Improvements. The City and the School District agree to be responsible for capital improvements to facilities and Property that they own and further agree that the Commission shall not be responsible for making any such capital improvements.

- (d) Existing Agreements. This Agreement and the duties of the Commission hereunder shall not interfere with any existing lease agreements or licenses among the City or the School District or by and between the City and the School District and any third party. Any such agreements or licenses shall remain in full force and effect, and the powers and duties of the Commission are subject to any such agreements or licenses.
- (e) Rules and Regulations. The School District and the City may adopt and enforce reasonable rules and regulations relating to the Commission's use of their respective Property; provided that such rules and regulations shall not require the Commission's expenditure of funds for services or items agreed to be contributed in kind.
- (f) Solicitor Services. The City and the School District agree to provide solicitor services to the Commission as an in kind contribution as needed.

#### 8. Cash Contributions.

- (a) First Year Operating Budget. In addition to the in kind contributions as set forth in paragraph 7 hereof, the City and the School District agree to contribute to the Commission in accordance with its budget, the amounts of cash as are necessary to fund the first year operation of the Commission. Cash contributions to the Commission shall begin on January 1, 2012.
  - (1) The City shall contribute \$488,000.
  - (2) The School District shall contribute an amount determined by the following formula:  $\text{Annual Contribution} = \$7.50 \times \text{ADM}$ . ADM is the average daily membership of pupils for the preceding fiscal year as reported by the School District to the Pennsylvania Department of Education.
  - (3) In each year thereafter, the City and the School District contribution amount shall be determined in accordance with paragraph 6 hereof.
- (b) Cash Contribution Payments. The City and the School District shall make payments to the Commission in four (4) equal installments at the beginning of each quarter (January, April, July and October).

#### 9. Insurance.

- (a) Liability Insurance. The City and the School District shall obtain and maintain liability insurance which names the Commission, its directors, officers, employees and agents as named insured with respect to the Commission's

duties and activities with limits not less than \$1,000,000 per occurrence for injury or damage to persons or property.

(b) Casualty Loss Insurance. The City and the School District shall each maintain with respect to their respective property, such casualty loss insurance as they shall deem appropriate. All such insurance shall contain waiver of subrogation rights against the City, School District or Commission as applicable.

(c) Directors and Officers Insurance. The Commission shall obtain and maintain public officials "directors and officers" insurance coverage for its members.

#### 10. Effective Date, Term – Termination.

(a) Effective Date and Term. This Agreement shall be effective July 1, 2011 and shall be for a term of five (5) calendar years ending December 31, 2016. The City and the School District may not withdraw from this Agreement during the five (5)-year term of the Agreement. This Agreement shall continue in full force and effect and shall be automatically self-renewed year-to-year thereafter except as otherwise provided in this Agreement.

(b) Withdrawal. After the initial five (5)-year term, the City and the School District may withdraw from the terms of this Agreement at the end of any calendar year by giving written notice of such withdrawal to the other participant and the Commission one (1) year before the proposed withdrawal date. Any funds contributed by a withdrawing participant shall be retained by the Commission. Withdrawal from this Agreement must be approved by a majority of the voting members of the governing body of the participant which desires to withdraw, voted at a public meeting in accordance with the requirements of the Pennsylvania Sunshine Act and any other applicable laws.

(c) Expansion. Additional partners may become a participant in this Agreement at the beginning of any calendar year with a majority approval of the City and the School District and upon written agreement of the additional participant to be bound by the terms and conditions of the Agreement. The additional participant will be expected to contribute to the funding of the Commission in accordance with a formula to be determined by the City and the School District.

(d) Dissolution. In case of dissolution of the Commission by mutual consent of the City and the School District hereto, the equipment, materials, supplies, and capital assets of the Commission that remain shall be distributed to the

City and the School District in proportion to the cumulative contributions of the City and the School District from the date of this Agreement to the time of dissolution.

11. Amendment. This Agreement shall not be amended or altered except in writing duly approved by and signed on behalf of the City and the School District.

12. Entire Agreement. This Agreement constitutes the entire contract by the City and the School District, and there are no other understandings, oral or written, relating to the subject matter hereof.

13. Governing Law. This Agreement shall be governed by the Laws of the Commonwealth of Pennsylvania. This Agreement is adopted pursuant to the Act, and the City and the School District shall take all necessary steps under the Act to comply with the same.

14. Further Action. The City and the School District agree to take all action necessary to carry forth the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first set forth above.

CITY OF READING

By:

\_\_\_\_\_  
Attest: \_\_\_\_\_  
(CITY SEAL)

READING SCHOOL DISTRICT

By:

\_\_\_\_\_  
Attest: \_\_\_\_\_  
(SCHOOL DISTRICT SEAL)